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EEOC v. Paragary Management Group

Judge Morrison C. England Jr.

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EEOC v. Paragary Management Group

Keywords

EEOC, Equal Employment Opportunity Commission, Paragary Management Group, 2:05-CV-01983-MCE-DAD, Hospitality, Sex, Female, Hostile Work Environment, Sexual Harassment

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7
8

9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA
11

12 EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

13 Plaintiff,
14

15 v.

16 PARAGARY'S MANAGEMENT GROUP)
d/b/a Paragary's Bar and Oven, Blue Clue,)
17 Cafe Bernardo, Centro Cocina, Esquire)
Grill, KBar, Monkey Bar, Spataro;)
18 PARAMOOR, INC. d/b/a Paragary's)
Management Group, Paragary's Bar and)
19 Oven, Blue Clue, Cafe Bernardo, Centro)
Cocina, Esquire Grill, KBar, Monkey Bar,)
20 Paragary's Bar and Oven, Spataro; PDK)
PARTNERSHIP; and PK Partnership.)

21 Defendants.
22

Case No. 2:05-CV-01983-MCE-DAD
CONSENT DECREE

23 Plaintiff Equal Employment Opportunity Commission ("Commission") filed this
24 action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of
25 1991 to correct alleged unlawful employment practices on the basis of discrimination
26 based on sex, and to provide appropriate relief to Leticia Fernandez and similarly
27 situated women, whom the Commission alleged were adversely affected by such
28 practices.

1 The Commission alleged that Defendant Paramoor, Inc. ("Paramoor") subjected Ms.
2 Fernandez and similarly situated women to unlawful harassment based on their sex, in
3 violation of Title VII. Defendant denies the above allegations and claims. The
4 Commission and Defendant Paramoor now seek to resolve this action as to each other
5 and as between Paramoor and Leticia Fernandez ("Fernandez") and Juana Jimenez
6 ("Jimenez") without further contested litigation through the instant Consent Decree.
7 This resolution does not constitute an admission of liability on the part of Paramoor,
8 nor constitute a finding on the allegations stated in the Commission's Complaint.

9 The Court has reviewed this Consent Decree in light of the pleadings, the record
10 herein, and the applicable law, and now approves this Consent Decree.

11 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

12 **GENERAL PROVISIONS**

13 1. This Court has jurisdiction over the subject matter and the parties to this
14 action. This Court retains jurisdiction over this Consent Decree during its term.

15 2. This Consent Decree constitutes a full and final resolution of the
16 Commission's claims against all named Defendants in this action.

17 3. This Consent Decree will become effective upon its entry by the Court.

18 4. This Consent Decree is final and binding upon the parties to it, their
19 successors and assigns.

20 5. The Commission and Paramoor will each bear its own costs and attorneys
21 fees in this action.

22 **GENERAL INJUNCTIVE RELIEF**

23 6. Paramoor and its current officers, agents, employees, and all persons in
24 active concert or participation with them is enjoined from discriminating based on sex
25 or permitting the existence of a work environment that is hostile to employees based on
26 their sex as prohibited under Title VII.

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1 7. Paramoor and its current officers, agents, employees, and all persons in
2 active concert or participation with them is enjoined from engaging in, implementing or
3 permitting any action, policy or practice which retaliates against Fernandez or Jimenez,
4 or any other employee or former employee, for having testified or participated in any
5 manner in the Commission's investigation and the proceedings in this case.

6 **SPECIAL INJUNCTIVE RELIEF**

7 **Non-Discrimination Policies and Complaint Procedures**

8 8. Within thirty (30) days of the entry of this Consent Decree, Paramoor will
9 issue a written anti-harassment policy, in English and Spanish. Said policy will
10 incorporate the following policy statement:

11 Paramoor, Inc. is firmly committed to creating and maintaining a
12 workplace free of unlawful discriminatory harassment; to swiftly and
13 firmly respond to any acts of harassment of which the company becomes
14 aware; to implementing a disciplinary system that is designed to strongly
15 deter future acts of unlawful harassment or retaliation; and to actively
16 monitor its workplace in order to ensure tolerance, respect and dignity for
17 all employees. Paramoor encourages its employees to come forward with
18 complaints of unlawful discrimination or harassment, and will not
19 retaliate against individuals who report harassment in the workplace.

20 9. In order to accomplish the objectives reflected in the policy statement
21 referenced in Paragraph 8 of this Decree, Paramoor will make sure that its written anti-
22 harassment policy (a) includes definitions of discriminatory harassment, with specific
23 reference to harassment based on sex; (b) includes examples to supplement the
24 definitions of harassment based on sex; (c) provides for substantial discipline and/or
25 corrective action for incidents of discriminatory harassment; (d) includes strong non-
26 retaliation language, (e) provides for substantial discipline for incidents of retaliation; (f)
27 provides that complaints of harassment and/or retaliation will be accepted irrespective
28 of whether they are made verbally or in writing; (g) explains that Defendant will
conduct a prompt and thorough investigation after a complaint is made or received
and, where appropriate, will take remedial action upon conclusion of an investigation;

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1 and (h) indicates that, promptly upon the conclusion of the investigation of a complaint,
2 Defendant will communicate to the complaining party the results of the investigation
3 and a description of the remedial actions taken or proposed, if any.

4 10. The above-referenced written anti-harassment policy will contain a
5 complaint procedure that will encourage employees to come forward with complaints
6 about violations of the harassment policy. As part of the policy, Defendant will provide
7 its employees with convenient, confidential and reliable mechanisms for reporting
8 incidents of harassment. Defendant's anti-harassment policy will notify employees that
9 they may lodge a complaint with their immediate supervisor, with any other member of
10 management or with Human Resources Representative Laura Herman. The complaint
11 procedure will provide a method for employees to make complaints in Spanish.
12 Paramoor's written complaint procedure will be posted, in Spanish and English, in a
13 prominent place accessible to all employees.

14 11. Within ten (10) days of the completion of its revised anti-harassment
15 policy, Paramoor will distribute it to all workers, and will provide copies to all new and
16 returning workers as they enter or re-enter the workforce.

17 **Training**

18 12. Paramoor will use an outside consultant, paid for by Paramoor, to train all
19 employees, once within every twelve (12) months period during the term of this decree
20 (three trainings total), concerning sex discrimination, including the legal prohibitions on
21 harassment. Said trainings will be of no less than two hours in length per training, and
22 will be introduced by a member of upper management for Paramoor. Said trainings
23 will be conducted in both Spanish and English.

24 13. In addition to the training referenced in Paragraph 12, Paramoor will
25 provide at least two hours additional training to Laura Herman on what to do when she
26 or a member of Paramoor management or supervisory staff receives a complaint of
27 sexual harassment, how to investigate such complaints, and the steps to take once the
28 investigation is completed.

1 **Record Keeping and Reports**

2 14. Within ten (10) days of the completion of the revision of its anti-
3 harassment policy, Paramoor will send a copy of said policy to counsel for the
4 Commission.

5 15. Within thirty (30) days after completing each training session described in
6 Paragraph 12 and 13, Paramoor will mail to counsel for the Commission a report
7 containing the date of training, the name and position of the individual from upper
8 management who introduced the training, an outline of the training content, a list of all
9 attendees, and copies of all materials distributed at the training.

10 16. Once every six (6) months, to be measured beginning at the date of entry
11 of this Consent Decree and continuing for the duration of this Consent Decree,
12 Paramoor will notify the counsel for the Commission whether it has received any
13 complaints of sexual harassment from its employees (whether said complaints were
14 filed with an administrative agency or simply raised to a management official at the
15 workplace), what steps were taken in response to any such complaint, and how the
16 situation was resolved.

17 **Reference Letter and Referrals**

18 17. Paramoor will prepare individual letters of reference for Leticia Fernandez
19 and Juana Jimenez. Each letter will state their dates of employment, job title, wage rate,
20 and that their employment with Paramoor ceased with the closure of the Gold River
21 Paragary's Bar and Oven. The letter will further state that any inquiries regarding their
22 employment or requests for confirmation thereof should be directed to Paramoor
23 Human Resources Representative Laura Herman, giving Ms. Herman's contact
24 information. Paramoor further agrees that Ms. Herman, if contacted, will not reference
25 Ms. Fernandez and Ms. Jimenez's harassment complaints, and will not provide negative
26 references.

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1 **MONETARY RELIEF**

2 18. Paramoor will pay the sum of \$60,000.00 as damages and in complete
3 satisfaction of the Commission's claims against Paramoor as set forth in its Complaint.
4 This sum will be allocated by the Commission, at its sole discretion, among Ms.
5 Fernandez and Ms. Jimenez. This sum will be paid by check made out directly to each
6 individual designated by the Commission, at addresses to be provided to Paramoor
7 counsel by counsel for Plaintiff Commission. Said checks will be sent by Paramoor
8 within ten (10) days of transmission of the names and addresses of the individuals to
9 whom the sum is being allocated and the amount of allocation to each individual, with a
10 copy of the checks and any transmittal letter to Cindy O'Hara as counsel for the
11 Commission.

12 **EXPIRATION OF CONSENT DECREE**

13 19. This Consent Decree constitutes a full and final resolution of all the
14 Commission's claims against Paramoor in this action. This Consent Decree will be in
15 effect for three years, and will expire at midnight of the date three years after its entry by
16 the Court, provided that Paramoor has substantially complied with the terms of this
17 Consent Decree. Paramoor will be deemed to have complied substantially if the Court
18 has not made any findings or orders during the term of the Decree that Paramoor has
19 failed to comply with any of the terms of this Decree.

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